

## REMARKS

### **Status of the Claims**

Claims 2-3 are canceled without prejudice or disclaimer, and claims 1 and 12-13 are currently amended. Claim 1 has been amended to include the limitations of claim 3. Accordingly, no new matter has been added. Claims 1 and 4-13 are pending and should be examined.

### **Rejections under 35 U.S.C. § 112, second paragraph**

Claims 1-13 are rejected under 35 U.S.C. § 112, second paragraph for alleged indefiniteness. Office Action, pages 2-5. As there are numerous rejections, each is addressed below.

(1) Claims 1-13 are rejected because “it appears that claims 1-9 are drawn to a packaging a sushi product, claims 10-11 are drawn to the sushi product itself and not in conjunction with the packaging, and claims 12-13 are drawn to the packaged sushi product of claim 1 or a sushi product alone as the end product. It is allegedly unclear whether applicant is claiming the production of sushi or the production of a packaged sushi product.” Office Action, page 2. Applicants have amended claims 12-13 to correct antecedent basis.

(2) Claim 1 is rejected because it is allegedly unclear as to how the “sushi” in the preamble and the “sushi body” recited on line 2 differ. Office Action, page 2. Applicant respectfully traverses the grounds for rejection because “sushi” refers to the final product obtained from the claimed process, whereas “sushi body” refers to the sushi material (such as fish) and rice already combined together as recited in the claim. See Specification, for example, paragraph number [0040].

(3) Claim 1 is further rejected because the language “seasoning treated sushi material” is unclear. *Id.* The present version of claim 1 clarifies that the seasoning of the sushi material is the treatment.

(4) Claim 1 is further rejected because the phrase “combined together in a cooked edible kelp to form an edible kelp rolled sushi” is allegedly unclear. Office Action, page 3. Applicant respectfully traverses the grounds for this rejection because the specification makes clear at, for example, paragraph number [0041], that the combined sushi body is rolled within the kelp.

(5) Claim 1 is further rejected because the language “combined together” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because “combined together” means that the sushi material may be placed on the rice (or the rice may be placed on the sushi material).

(6) Claim 1 is further rejected because the language “in adhesion” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because “in adhesion” means contacting firmly. See Specification, for example, paragraph number [0041].

(7) Claim 1 is further rejected because the language “covering the whole surface of said edible kelp” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the language means covering the entire sushi product.

(8) Claims 1-4, 9, and 12-13 are rejected because the term “shape-keeping film” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the specification makes clear that film is a flexible film, such as that used for wrapping foods. See Specification, for example, at paragraph number [0032].

(9) Claims 1 and 2 are rejected because the phrase “seal-packaging” is allegedly indefinite. *Id.* Applicant respectfully traverses the grounds for this rejection because “seal-packaging” means packaging the frozen sushi within a different package and then sealing the package. See specification, for example, paragraph number [0034].

(10) Claims 1 and 2 are rejected because the phrase “which has been covered” is allegedly indefinite. *Id.* Applicant respectfully traverses the grounds for this rejection because the recited language means that the shape-keeping film covers the entire sushi product.

(11) Claim 1 is further rejected because the phrase “if necessary” is allegedly unclear and does not further limit the claim. *Id.* The present version of claim 1 avoids this issue.

(12) Claim 2 is rejected because the language “simple packaging material” is allegedly unclear.” *Id.* Applicant respectfully traverses the grounds for this rejection because “simple packaging material” refers to a sheet such as natural or synthetic bamboo sheath. See Specification, for example, paragraph number [0036]. Because claim 2 has been canceled without prejudice or disclaimer, this issue is rendered moot.

(13) Claim 2 is further rejected because the phrase “is packaged with a simple package material prior to seal-packaging” is allegedly indefinite. Office Action, page 4. Because claim 2 has been canceled without prejudice or disclaimer, this issue is rendered moot.

(14) Claim 3 is rejected because allegedly “multiple parts of the claim appear to conflict with claim 1.” *Id.* Applicant respectfully traverses the grounds for this rejection because claim 3 relates to placing the kelp on a film, whereas claim 1 embraces covering the kelp with the film. Nevertheless, the present version of the claim 1, which incorporates claim 3, avoids the PTO’s concerns.

(15) Claim 3 is rejected because the term “molded sushi body” is allegedly unclear. *Id.* The present version of claim 1, which incorporates old claim 3, avoids the PTO’s concerns.

(16) Claim 3 is rejected because the phrase “drawing in, contact bonding, and winding” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the recited phrase means drawing the shape-keeping film inwardly and firmly contacting the sushi body to wind the film around the sushi body.

(17) Claim 3 is rejected because the phrase “film together with the edible kelp around the circumferential surface of the sushi body” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the phrase means winding the film and the kelp together as one around the sushi body.

(18) Claim 3 is rejected because the phrase “laminating the both ends” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the phrase means overlap with contacting both ends of the film together on the sushi body.

(19) Claim 3 is further rejected because the phrase “onto the surface of the edible kelp rolled sushi and contact-bonding the ends” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the phrase means folding both ends (axial ends) of the film onto the rolled sushi surface (axial ends).

(20) Claim 4 is rejected because the phrase “the rolled and tightened strength of the shape keeping film is adjusted” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the phrase means that the film is adjusted in the degree of tightness with respect to the sushi product.

(21) Claim 4 is rejected because the phrase “unitary feeling of hardness or elasticity together” is allegedly unclear. Office Action, page 5. Applicant respectfully traverses the grounds for this rejection because the language refers to a unitary feeling of hardness or elasticity between (i) rice and (ii) kelp and sushi material. In this connection, claim 4 provides hardness or elasticity, not hardness and elasticity.

(22) Claim 6 is rejected because the language “synthetic bamboo sheath” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the recited language means bamboo sheath made of synthetic sheet. See Specification, for example, paragraph number [0036].

(23) Claim 6 is rejected because the phrase “pillow package” is allegedly unclear.” *Id.* Applicant respectfully traverses the grounds for this rejection because “pillow package” refers to the specific shape of a pillow. The Specification describes the pillow package at, for example, paragraph number [0048].

(24) Claim 6 is rejected because the phrase “has a shape for plural sushi pieces” is allegedly unclear.” *Id.* Applicant respectfully traverses the grounds for this rejection because the phrase refers to a shape capable of being cut into plural pieces.

(25) Claim 8 is rejected because it is unclear as to when the rolled sushi is thawed. *Id.* Applicant respectfully traverses the grounds for this rejection because the frozen rolled sushi in the seal-package is thawed on delivery for circulation. See Specification, for example, paragraph number [0059].

(26) Claim 11 is rejected because the phrase “it can be circulated at ordinary temperature” is allegedly unclear. *Id.* Applicant respectfully traverses the grounds for this rejection because the phrase means that the sushi product can be distributed and eaten at ordinary temperature.

### **Rejections under 35 U.S.C. § 102**

Claims 1-2, 4, and 7-11 are rejected under 35 U.S.C. § 102 (b) as allegedly anticipated by Ishino *et al.* Office Action, pages 5-6. Specifically, the PTO alleges that Ishino *et al.* teach a method of packaging and thawing a sushi product.

A reference anticipates a claim only if that reference describes each and every element of the claim. MPEP § 2131. If even just one element is absent from the reference’s particular disclosure, that disclosure neither describes nor anticipates the claim. *Id.* Such is the case in this rejection.

At the outset, claim 1 has been amended to include the limitations of claim 3. Accordingly, Ishino *et al.* would not anticipate the presently claimed invention and therefore the rejection should be withdrawn.

### **Rejections under 35 U.S.C. § 103**

#### **A. Ishino *et al.* in view of Clemente *et al.***

Claim 3 is rejected under 35 U.S.C. § 103 (a) as allegedly unpatentable over Ishino *et al.* in view of Clemente *et al.* Office Action, pages 7-8. Because claim 3 has been canceled, the PTO’s concerns are rendered moot. Accordingly, the rejection should be withdrawn.

**B. Ishino *et al.* in view of Fujishima**

Claim 5 is rejected under 35 U.S.C. § 103 (a) as allegedly unpatentable over Ishino *et al.* in view of Fujishima. Office Action, page 8. Applicant respectfully traverses this rejection.

With respect to claim 5, the PTO alleges “Fujishima teaches an oxygen-removing agent being included within the seal package.” *Id.* Because the present version of claim 5 depends from presently amended claim 1, the PTO’s concerns are rendered moot. Accordingly, the rejection should be withdrawn.

**C. Ishino *et al.* in view of Yamashita**

Claim 6 is rejected under 35 U.S.C. § 103 (a) as allegedly unpatentable over Ishino *et al.* in view of Yamashita. Office Action, pages 8-9. Because the present version of claim 6 depends from presently amended claim 1, the PTO’s concerns are rendered moot. Accordingly, the rejection should be withdrawn.

**D. Ishino *et al.* in view of Garwood**

Claims 12 and 13 are rejected under 35 U.S.C. § 103 (a) as allegedly unpatentable over Ishino *et al.* in view of Garwood. Office Action, pages 9-10. Because the present version of claims 12 and 13 depend from presently amended claim 1, the PTO’s concerns are rendered moot. Accordingly, the rejection should be withdrawn.

**CONCLUSION**

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

Respectfully submitted,

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